

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
FORT PIERCE DIVISION

**CASE NO. 2:23-cv-14130-AMC**

MAXINE APPENBRINK and RONALD  
APPENBRINK,

Plaintiffs,

v.

EQUIFAX INFORMATION SERVICES LLC,  
EXPERIAN INFORMATION SOLUTIONS,  
INC., TRANS UNION LLC and OLD  
NATIONAL BANK.,

Defendants. /

**DEFENDANT TRANS UNION LLC'S  
ANSWER AND DEFENSES TO PLAINTIFFS' COMPLAINT**

COMES NOW, Trans Union LLC ("Trans Union"), one of the Defendants herein, and files its Answer and Defenses to the Complaint ("Complaint") filed by Maxine Appenbrink and Ronald Appenbrink ("Plaintiffs"). The paragraph numbers below correspond to the paragraph numbers contained in the Plaintiffs' Complaint to the extent possible.

**PRELIMINARY STATEMENT**

1. Trans Union admits that Plaintiff has asserted claims against Defendants for actual, statutory, and punitive damages, and is seeking costs and attorney's fees, for alleged violations of the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq. Trans Union denies the remaining allegations contained in paragraph 1 of the Complaint.

2. Trans Union admits that it is a "consumer reporting agency" as defined by applicable law. Trans Union denies the remaining allegations contained in paragraph 2 of the Complaint.

3. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 3 of the Complaint and, therefore, denies same.

4. The provisions of the FCRA are self-evident and speak for themselves. Trans Union denies the allegations contained in paragraph 4 of the Complaint.

5. Publications issued by the Consumer Financial Protection Bureau ("CFPB") are self-evident and speak for themselves. Trans Union denies the remaining allegations contained in paragraph 5 of the Complaint.

### **JURISDICTION**

6. Trans Union admits that jurisdiction is proper in this Court.

7. Trans Union admits that Plaintiffs are a natural person and "a consumer" as defined by 15 U.S.C. § 1681a(c). Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint and, therefore, denies same.

8. Trans Union admits that it is authorized to do business within the State of Florida. Trans Union also admits, solely based on the allegations contained in the Complaint, that venue is proper in this District. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 8 of the Complaint and, therefore, denies the same.

9. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9 of the Complaint and, therefore, denies same.

10. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Complaint and, therefore, denies same.

11. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies same.

12. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies same.

13. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies same.

14. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies same.

15. Trans Union admits that it is a limited liability company with its principal place of business located in Chicago, Illinois. Trans Union also admits that it maintains a registered agent in the State of Florida. Trans Union denies the remaining allegations contained in paragraph 15 of the Complaint.

16. Trans Union admits that it is a “consumer reporting agency” as defined by applicable law. Trans Union also admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. Trans Union denies the remaining allegations contained in paragraph 16 of the Complaint.

17. Trans Union admits that it sells consumer reports pursuant to contracts and agreements with subscribers. Trans Union denies the remaining allegations contained in paragraph 17 of the Complaint.

18. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint and, therefore, denies same.

19. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and, therefore, denies same.

20. Trans Union denies the allegations contained in paragraph 20 of the Complaint.

**FACTUAL ALLEGATIONS**

21. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and, therefore, denies same.

22. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and, therefore, denies same.

23. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and, therefore, denies same.

24. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 24 of the Complaint and, therefore, denies same.

25. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 25 of the Complaint and, therefore, denies same.

26. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint and, therefore, denies same.

27. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint and, therefore, denies same.

28. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint and, therefore, denies same.

29. Because of the vague and generalized nature of the allegations, Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint and, therefore, denies same.

30. Trans Union denies the allegations contained in paragraph 30 of the Complaint.

31. Trans Union denies the allegations contained in paragraph 31 of the Complaint.

32. Trans Union denies the allegations contained in paragraph 32 of the Complaint.

### **CAUSES OF ACTION**

#### **COUNT I**

##### **As to Equifax**

33. Trans Union restates and incorporates its responses to paragraphs 1 through 32 above as though fully stated herein.

34. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint and, therefore, denies same.

35. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint and, therefore, denies same.

36. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint and, therefore, denies same.

37. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 37 of the Complaint and, therefore, denies same.

Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the Prayer paragraph of the Complaint.

#### **COUNT II**

##### **As to Equifax**

38. Trans Union restates and incorporates its responses to paragraphs 1 through 37 above as though fully stated herein.

39. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint and, therefore, denies same.

40. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint and, therefore, denies same.

41. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint and, therefore, denies same.

42. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 42 of the Complaint and, therefore, denies same.

43. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint and, therefore, denies same.

Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the Prayer paragraph of the Complaint.

### **COUNT III**

#### **As to Experian**

44. Trans Union restates and incorporates its responses to paragraphs 1 through 43 above as though fully stated herein.

45. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and, therefore, denies same.

46. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint and, therefore, denies same.

47. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 47 of the Complaint and, therefore, denies same.

48. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint and, therefore, denies same.

Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the Prayer paragraph of the Complaint.

**COUNT IV**

**As to Experian**

49. Trans Union restates and incorporates its responses to paragraphs 1 through 48 above as though fully stated herein.

50. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint and, therefore, denies same.

51. Trans Union denies the allegations contained in paragraph 51 of the Complaint.

52. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 52 of the Complaint and, therefore, denies same.

53. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint and, therefore, denies same.

54. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint and, therefore, denies same.

Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the Prayer paragraph of the Complaint.

**COUNT V**

**As to Trans Union**

55. Trans Union restates and incorporates its responses to paragraphs 1 through 54 above as though fully stated herein.

56. Trans Union denies the allegations contained in paragraph 56 of the Complaint.

57. Trans Union denies the allegations contained in paragraph 57 of the Complaint.

58. Trans Union denies the allegations contained in paragraph 58 of the Complaint.

59. Trans Union denies the allegations contained in paragraph 59 of the Complaint.

Trans Union denies the allegations contained in the Prayer paragraph of the Complaint.

## **COUNT VI**

### **As to Trans Union**

60. Trans Union restates and incorporates its responses to paragraphs 1 through 59 above as though fully stated herein.

61. Trans Union denies the allegations contained in paragraph 61 of the Complaint.

62. Trans Union denies the allegations contained in paragraph 62 of the Complaint.

63. Trans Union denies the allegations contained in paragraph 63 of the Complaint.

64. Trans Union denies the allegations contained in paragraph 64 of the Complaint.

65. Trans Union denies the allegations contained in paragraph 65 of the Complaint.

Trans Union denies the allegations contained in the Prayer paragraph of the Complaint.

## **COUNT VII**

### **As to Old National**

66. Trans Union restates and incorporates its responses to paragraphs 1 through 65 above as though fully stated herein.

67. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint and, therefore, denies same.

68. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint and, therefore, denies same.



69. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 69 of the Complaint and, therefore, denies same.

70. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the Complaint and, therefore, denies same.

71. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint and, therefore, denies same.

72. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint and, therefore, denies same.

73. Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint and, therefore, denies same.

Trans Union is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the Prayer paragraph of the Complaint.

#### **JURY DEMAND**

Trans Union admits that Plaintiffs demand a jury trial.

#### **PRAYER FOR RELIEF**

Trans Union denies the allegations contained in the Prayer paragraph of the Complaint.

#### **DEFENSES**

74. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the FCRA and assure maximum possible accuracy of the information concerning Plaintiffs in preparing consumer reports related to Plaintiffs.

75. Any alleged damages to Plaintiffs, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiffs or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

76. Trans Union, in compliance with the FCRA, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiffs.

77. Trans Union at all times acted in compliance with the FCRA.

78. Trans Union has not published any false, inaccurate or defamatory information to a third party regarding Plaintiffs and has not acted with negligence, malice, actual malice, or willful intent to injure.

79. Some or all of Plaintiffs' claims against Trans Union are barred by the applicable statute of limitations.

80. Plaintiffs failed to mitigate their alleged damages.

81. To the extent Trans Union could be found liable, Plaintiffs were comparatively/contributorily negligent.

82. In the event that a settlement is reached between Plaintiffs and any other person or entity, Defendant Trans Union is entitled to any settlement credits permitted by law.

83. Any alleged damages to Plaintiffs, which Trans Union continues to deny, were caused in whole or in part by an intervening or superseding cause.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC respectfully Requests that this Honorable Court deny the relief requested in Plaintiffs' Complaint, dismiss the action in its entirety, grant Defendant its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the Court deems just.

Respectfully submitted,

/s/ Ritika Singh

Ritika Singh

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***Counsel for Trans Union LLC***

**CERTIFICATE OF SERVICE**

I hereby certify that on this 21<sup>st</sup> day of June 2023, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF.

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/s/ Ritika Singh  
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